



St. Charles Parish
Meeting Agenda
Parish Council
Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux,
Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, April 8, 2013 6:00 PM Council Chambers, Courthouse
Final

SUPPLEMENTAL

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, April 22, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2013-0126 (4/8/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.

Legislative History

4/8/13 Parish President Introduced

S* 23 2013-0127 (4/8/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

Legislative History

3/5/13 Department of Planning & Zoning Received/Assigned PH
4/4/13 Department of Planning & Zoning Recommended Approval Planning Commission
4/4/13 Planning Commission Recommended Approval Parish Council
4/8/13 Parish President Introduced

S* 33 2013-0129 (4/8/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.

Legislative History

4/4/13 Department of Planning & Zoning Recommended Approval Planning Commission

4/4/13 Planning Commission Rcmd'd Approval w/Strip Parish Council
 Approval with amendments
 4/8/13 Parish President Introduced

- S* 37 2013-0130 (4/8/2013, St. Pierre, Jr., Department of Parks and Recreation, Tastet, Fisher-Perrier, Fauchaux)
 An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.

Legislative History:

4/8/13 Parish President Introduced

RESOLUTIONS

- S* 50 2013-0120 (4/8/2013, St. Pierre, Jr., Coastal Zone Management Section)

A resolution authorizing the Chairman or the Secretary to offer no objection to Shell Pipeline Company, MVN 2012-2684-CU, WQC 121203-01, CUP #P20121437 for a permit for the proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. This project will also involve the removal of an existing 6" line that the proposed 12" line will replace, Section 62 T11S-R6E, St. Charles Parish, Louisiana.

Additional Data (Regular Agenda - Page 71)

Legislative History:

2/25/13	Parish Council	Remediation Request Fwd'd	Coastal Zone Management Section
3/7/13	Parish Council	Time Est. Requested	Corps, DEQ, DNR
3/28/13	Coastal Zone Management Section	Recommended Approval	Coastal Zone Advisory Committee
3/28/13	Coastal Zone Advisory Committee	Recommended Approval	Parish Council
4/8/13	Parish President	Introduced	

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0126

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.

WHEREAS, the current Cortez Pump Station serving the Up the Bayou Area in Des Allemands is of insufficient capacity to meet the demand for handling drainage during major rain events; and,

WHEREAS, this project will replace the existing pump and install a new second pump to increase capacity along with upgrading the deck structure and electrical equipment to accommodate the new equipment.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract for Engineering Services between Civil & Environmental Consulting Engineers and the Parish of St. Charles is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

SECTION III. Approximately \$500,000 in residual obligated FEMA Hazard Mitigation Grant (HMGP#1603c-089-0020) monies will be used to fund construction of said project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER RD., SUITE 310, LULING, LA. 70070, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for P130301 Cortez Pump Station Capacity Increase and Upgrade project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Design and construct the following capacity increase and upgrade to the Cortez Pump Station:

- Replace 24" combination diesel/electric pump with a new 24" direct electric drive. If replacement cannot be done within budget, then remove/reinstall existing pump for re-furbishing and permanently remove just the diesel driver to make room for second pump.
- Install a second new 24" direct electric pump or the next logical smaller sized pump if space is a constraint to increase pump station capacity.
- Upgrade top deck to accommodate new equipment.
- Install new discharge lines to Bayou Des Allemands.
- Move the existing bar screen as far as possible away from the pump deck to increase area for the second pump and a generator(to be installed at a later date).
- Replace existing electrical switch and control panels with new soft start controllers and automatic transfer switch for future generator.
- Perform required upgrades to existing sump structure to accommodate new equipment.

- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
 - 2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
 - 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.2 Conceptual Design Report Phase
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
 - 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
 - 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
 - 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
 - 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
 - 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
 - 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
 - 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of

the Master project schedule in Microsoft Project format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase

2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic

file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design.

2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.

- Three(3) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend,

in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by

Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

- 2.6.3 **Defective Work.** During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 **Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 **Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 **Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 **Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 **Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 **Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in

the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- 2.6.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document.** Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection.** Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference.** Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs.** Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities.** Engineer shall not be responsible for the acts or omissions of any Contractor, or of

any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and adequate field training for Owner's staff to operate and maintain the new facility. The program consists of hands-on training using the installed equipment.

2.7.3 Assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

2.7.4 Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.

2.7.5 Provide technical consultation and assistance in correcting warranty items.

2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.

2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.

2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2.8.4 Duties and Responsibilities of RPR.

- 2.8.4.1 Schedules.** Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings.** Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:**
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:**
 - Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.**
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents.** Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are

- needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications.** Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.**
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
 - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - Keep pictorial record of progress of project.
- 2.8.4.9 Reports:**
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
 - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract

Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Project.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:

4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the

project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

N/A Lump Sum amount of \$ _____ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and

Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
 - 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the

completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
- 7.0 **TERMINATION.**
- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 **COMPLIANCE WITH LAWS AND ORDINANCE.**
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 **SUCCESSORS AND ASSIGNS**
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 **INSURANCE**
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY.

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:**ST. CHARLES PARISH**

 V. J. St. Pierre, Jr.
 Parish President

WITNESSES:**CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS**

A.O. McSorley
John L. Bailey

Danny J. Hebert
 Danny J. Hebert, P.E.

EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Six(6) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original attestation form(section 00470) signed, dated, and notarized.
- Original Employment Status Verification form(section 00475) signed, dated, and notarized.
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480).
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-2 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

EXHIBIT B

CONSULTING ENGINEERING

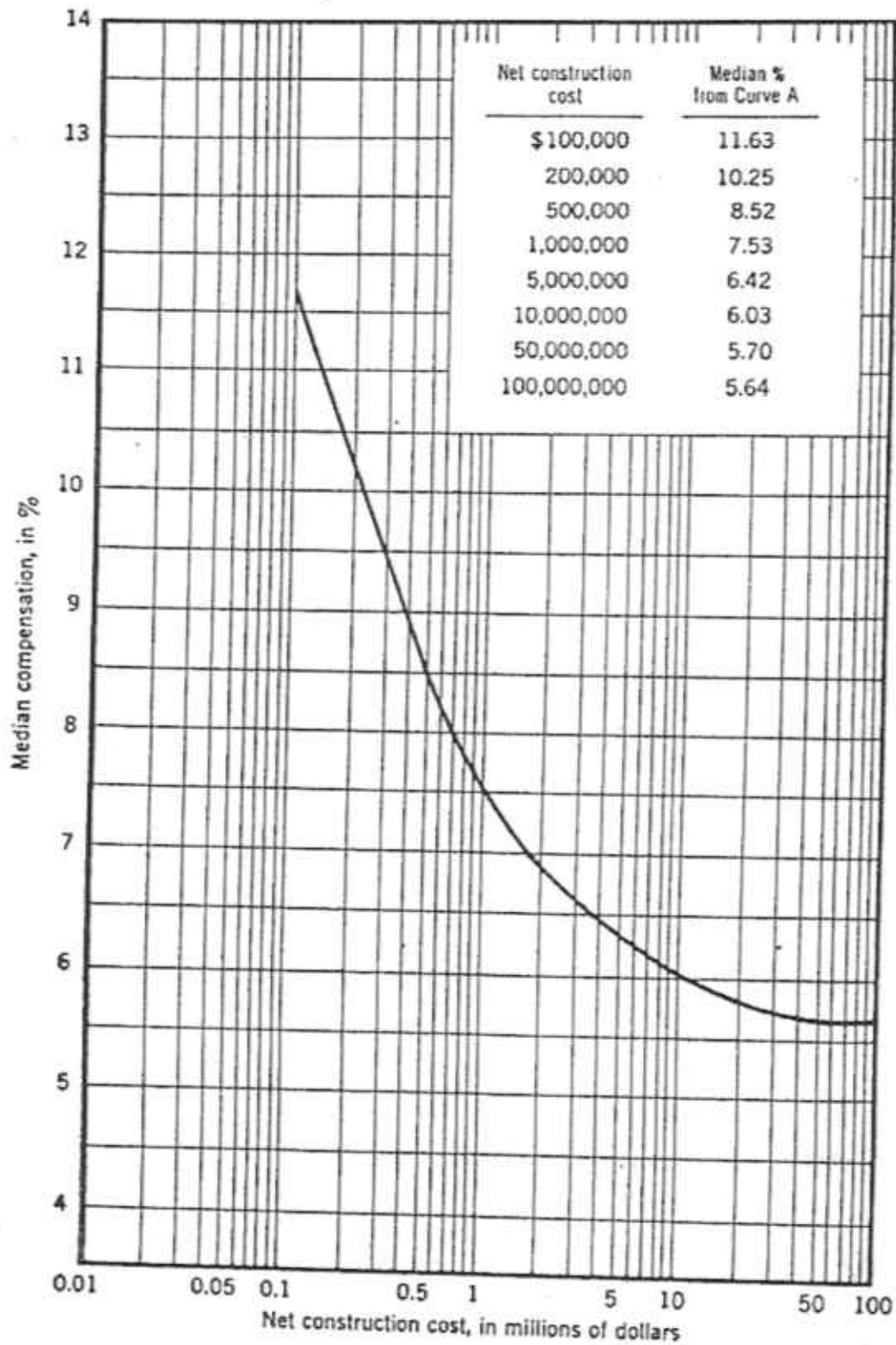


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C



Civil & Environmental Consulting Engineers
 Danny J. Hebert, P.E., LLC.
 One American Place - 13914 River Road, Suite 310
 Luling, LA 70070
 www.hebertengineering.com
 phone: (985) 785-2380 Fax: (985) 785-2388

2013 Rate Schedule

OFFICE PERSONNEL:

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.565/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.565/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
---------------	----------------------

***ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2013-0127

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

WHEREAS, the property at 818 Fox lane is vacant; and,

WHEREAS, the surrounding land uses make a light industrial use of the property a likely alternative; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the owners' request to rezone to M-1 at its regular meeting of April 4, 2013; and,

WHEREAS, rezoning the property to M-1 does not conflict with the Future Land Use Map.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to M-1.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2013-05 requested by Metro Investments, LLC for a change in zoning classification from R-1A(M) to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16' wide undeveloped road), St. Rose. Council District 5.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Gibbs: Next item on the agenda **PZR-2013-05** requested by **Metro Investments, LLC** for a change in zoning classification from R-1A(M) to M-1 at **818 Fox Lane** (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16' wide undeveloped road), St. Rose. Council District 5. Mr. Romano.

Mr. Romano: Thank you Sir. This applicant is requesting to rezone approximately 11,000 square foot lot fronting Fox Lane in St. Rose, Square B Lot 1, from R-1AM to M-1. The surrounding zoning is M-1 to the east and south, R-1AM to the north and west of the site. Surrounding land uses are generally consistent with the zoning designations. Residential uses persist along Fox Lane to the north and west while light industrial uses exist south across Airline Drive and east of the property.

The applicant has also filed a request to revoke a 16-foot wide undeveloped right of way that runs south of the subject property for rezoning. Assuming approval of that revocation, the site will be resubdivided into the larger lot that exists to the south along Airline. The analysis of this application assumes that PZREV 2013-01 will get approved and that the site becomes a portion of a lot this is 90,968 square feet in size.

A rezoning request must meet the test of at least one of three criteria listed in regulations if a recommendation for approval is stated. **This request appears to meet the third criteria.**

The rezoning is not capricious or arbitrary as it extends existing M-1 zoning that abuts it both to the south and to east. The vast majority of land uses in the vicinity are also either commercial or light industrial in nature. In fact, current R-1A and R-1AM land uses on Fox Lane have co-existed with these more intensive uses for a number of years. Rezoning the lot to M-1 would not cause a monopoly of such land uses. Finally, rezoning to M-1 extends existing M-1 zoning of the abutting site and those across Airline Drive. Thus, no spot zone is being created.

Fox Lane separates the site from the R-1AM use across from the site. Development of the subject site for commercial or light industrial uses will trigger buffer landscape and fencing requirements of the zoning code.

The Department recommends rezoning approval.

Mr. Gibbs: Thank you Mr. Romano. This is a public hearing for PZR-2013-05.

Mr. Chairman and Commission members my name is Gary Smith, 280 North Bend in Montz here representing Metro Investments. Metro Investments owns the piece that is adjacent to the south of the Ryder facility and leases it to Ryder with the intent lease this little portion to Ryder for more parking area for them. They bought it from the adjacent land owner right across from Fox Lane, the mother of the land owner right behind them are in agreement with what is going on here.

Mr. Gibbs: Thank you Mr. Smith. Any questions? Thank you Mr. Smith. Anyone else in favor or to against PZR-2013-05? Seeing none.

Mr. Booth: This is in my area and I've had no one to complain. I think this is a good use of this property.

Mr. Gibbs: Thank you Mr. Booth. Cast your vote please.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella
NAYS: None
ABSENT: None

Mr. Gibbs: And that is unanimous. That has to go the Council Mr. Smith.

St. Charles Parish

Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2013-02

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** Metro Investments LLC
10557 Airline Drive
St. Rose LA 70087
504.737.1600
- Application Date:** 3/5/2013
- ◆ **Location of Site:** 818 Fox Lane, St. Rose
- ◆ **Requested Action:** Rezone from R-1AM to M-1.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:** 11,145 sq ft
- ◆ **Zoning and Land Use:** R-1AM zoning;
undeveloped land uses
- ◆ **Surrounding Land Uses and Zoning:** North & west: R-1AM zoning and land uses
South: M-1 zoning and land uses
East: M-1 zoning and land uses.
- Plan 2030 Recommendations:** Light-Industrial
- Traffic Access:** Fox Lane

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
 - a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND

Zoning Ordinance. D.

Manufacturing and industry districts—The regulations in these districts are as follows.

[I.] *M-1 Light manufacturing and industry district:*

1.

Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.

a.

A building or land shall be used only for the following purposes:

- (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
- (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
- (3) Agriculture and other general farming uses.
- (4) Warehousing and storage of nonhazardous material.
- (5) Assembly plants.
- (6) Bottled gas sales and/or service.
- (7) Food processing plants.
- (8) Cellophane products manufacturing.
- (9) Cold storage or refrigerating plants.
- (10) Electrical parts manufacturing and assembly.
- (11) Fiber products manufacturing (previously prepared fiber).
- (12) Garment manufacturing.
- (13) Glass products manufacturing.
- (14) Ironwork (no foundry, drop hammer, and no punch presses over twenty (20) tons capacity).
- (15) [Repealed by Ord. No. 92-1-1, § I, 1-21-92.]
- (16) Leather products manufacturing (previously prepared leather).
- (17) Machinery equipment sales and service.
- (18) Millwork.
- (19) Paint mixing and treatment (not employing a boiling process).
- (20) Paper products manufacturing (previously prepared material).
- (21) Plastic products manufacturing (previously prepared material).
- (22) Sheet metal products manufacturing (light).
- (23) Sign manufacture.
- (24) Open storage of building material, lumber, machinery and pipe, provided the material is enclosed within a solid fence at least six feet high within required building lines when the storage area is adjacent to or across the street from an A, R, or C District.
- (25) Railroad freight terminals, switching and classification yards, repair shops, roundhouse, power houses and fueling, sanding and watering stations.
- (26) Television and radio broadcasting transmitters.
- (27) Textile products manufacturing.
- (28) Toy manufacturing.
- (29) Well drilling services.
- (30) Wood products manufacturing (assembling work and finishing).

b. Special exception uses and structures (variation):

- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)

c. Special permit uses and structures include the following:

- (1) Office buildings for gambling operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 94-1-9, § V, 1-10-94)
- (2) Operations which store or utilize hazardous materials identified through guidelines contained in subsection VI.D.I.4.b. of these regulations upon review and approval of the Planning Commission and supporting resolution of the Council. (Ord. No. 96-5-17, § II, 5-20-96)
- (3) Cellular installations and PCS (personal communication service) installations. (Ord. No. 97-74, § V, 7-7-97)

(4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council (Ord. No. 98-4-17, § IV, 4-20-98). Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:

(1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.

(2) Minimum lot size of site shall be ten (10) acres.

(3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:

a) a separate truckers' lounge

b) a full-service laundry facility located in a convenient area for truckers' use

c) private showers for men and women and not located in an area open to general public restroom facilities

d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)

e) truck scales

f) separate truckers' telephones

g) permanent storage facilities for fuel

(4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance. (Ord. No. 01-5-18, § IV, 5-21-01)

(5) Towing yard. Towing yards shall conform to the following regulations:

(1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:

a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;

b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;

c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;

d) All buildings and structures to be located on the site and the required off-street parking layout.

(2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.

(3) Towing yards shall also adhere to state and local licensing requirements.

(4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard. (Ord. No. 99-3-15, § II, 3-22-99)

(6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street. (Ord. No. 03-1-12, § V, 1-21-03)

(7) Barrooms, night clubs, lounges and dancehalls. (Ord. No. 08-5-5, I, 5-19-08)

(8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council. (Ord. No. 11-5-2, 5-2-11)

(9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring. (Ord. No. 12-4-16, § II, 4-23-12)

2. Spatial Requirements:

a. Minimum lot size: Ten thousand (10,000) square feet.
Minimum width: One hundred (100) feet. (Ord. No. 99-2-4, § I, 2-1-99)

b. Minimum yard sizes:

(1) Front - twenty-five (25) feet

(2) Side - fifteen (15) feet

(3) Rear - twenty-five (25) feet.

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XIII, 8-18-08)

3. Transportation System: Arterial, rail, water.

4. Special Provisions:

a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height. (Ord. No. 89-2-13, 2-20-89; Ord. No. 05-5-2, 5-2-05)

b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip. (Ord. No. 05-5-2, 5-2-05)

c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special permit as identified in section VI.D.[I].1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

ANALYSIS

The applicant is requests a rezone on an approximately 11,000 square foot lot fronting Fox Lane in St. Rose, Square B Lot 1, from R-1AM to M-1. The surrounding zoning is M-1 to the east and south, R-1AM to the north and west. Surrounding land uses are generally consistent with the zoning designations. Residential uses persist along Fox Lane to the north and west while light industrial uses exist south and east of the property.

The applicant has also filed a request to revoke a 16-foot wide undeveloped right of way that runs south of the subject property. Upon approval of that revocation, the site will be resubdivided into the larger lot that exists to the south along Airline Hwy. The analysis of this application assumes that PZREV 2013-01 has been approved and that the site is a portion of a 90,968 square foot lot.

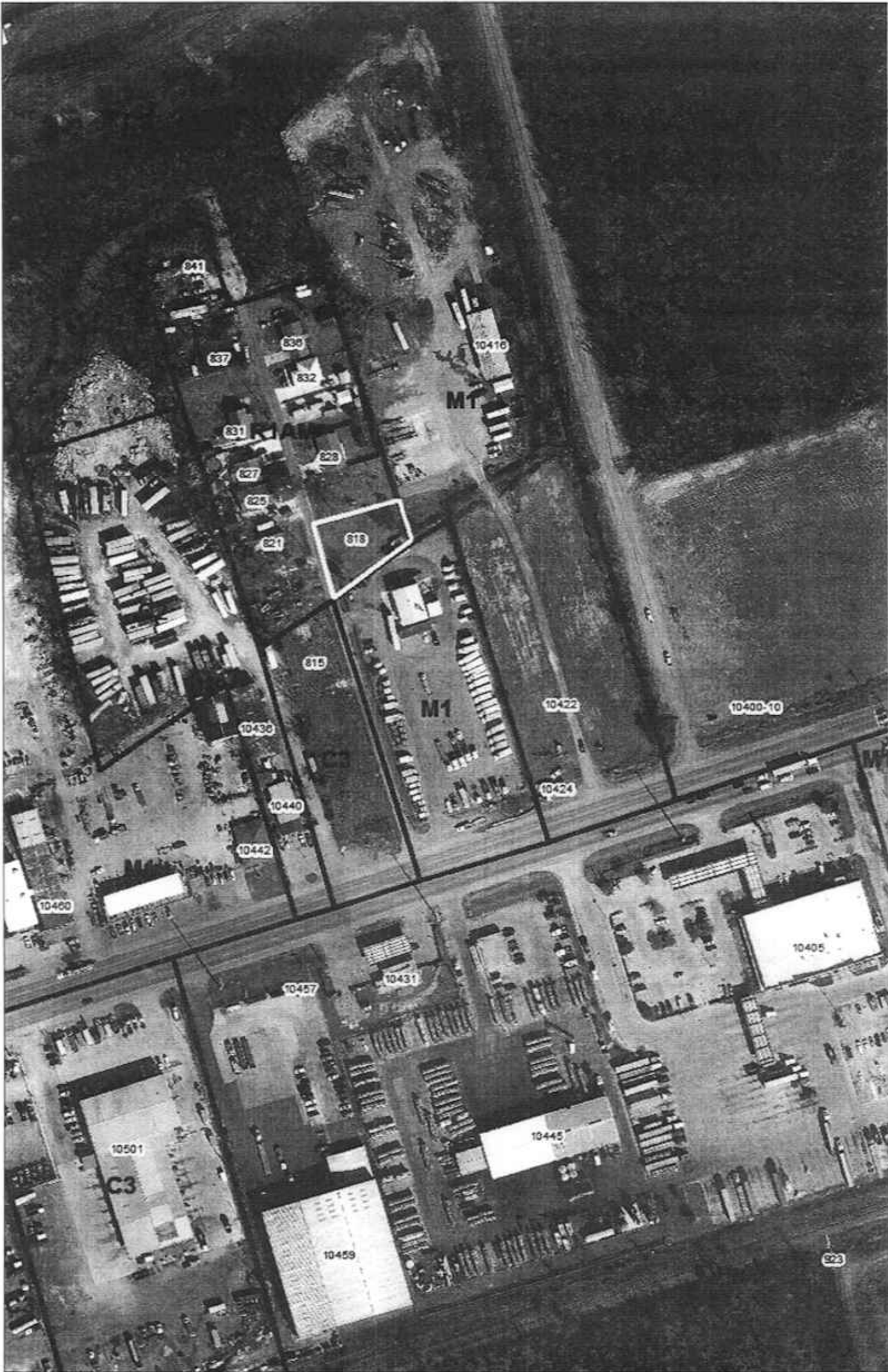
A rezoning request must meet all of the test of at least one of three criteria listed in applicable regulations if a recommendation for approval is stated. **This request appears to meet the third criteria.**

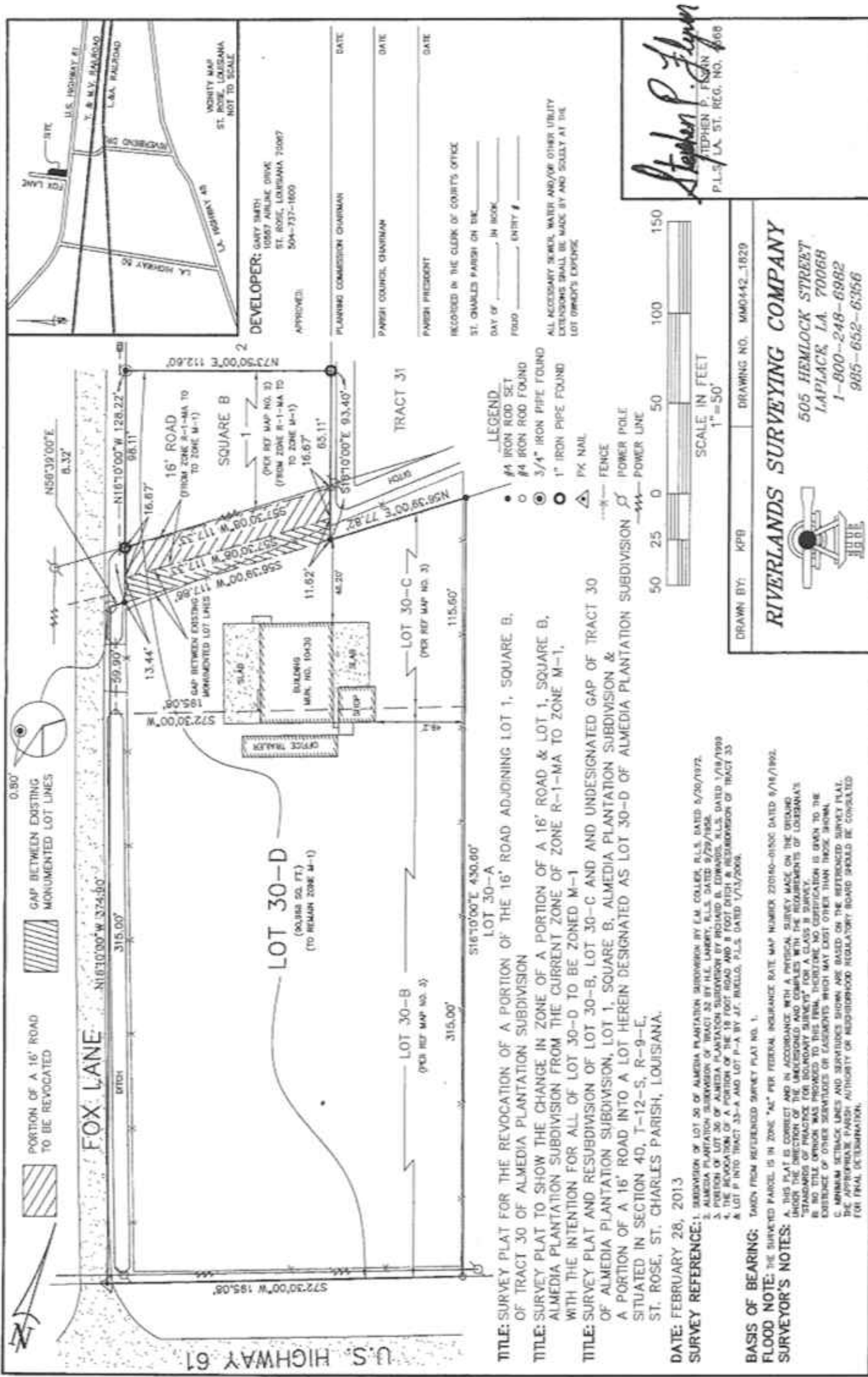
The rezoning is not capricious or arbitrary as it extends existing M-1 zoning that abuts it both to the south and to east. The vast majority of land uses in the vicinity are also either commercial or light industrial in nature. In fact, current R-1A and R-1AM land uses on Fox Lane have co-existed with these more intensive uses for a number of years. Rezoning the lot to M-1 would not cause a monopoly of such land uses. Finally, rezoning to M-1 extends existing M-1 zoning of the abutting site and those across Airline Drive. Thus, no spot zone is being created.

Fox Lane separates the site from the R-1AM use across from the site. Development of the subject site for commercial or light industrial uses will trigger buffer landscape and fencing requirements of the zoning code.

DEPARTMENTAL RECOMMENDATION

Approval.





2013-0129

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.

WHEREAS, the General Design Requirements for the installation of Telecommunications towers and related equipment was adopted into the St. Charles Parish Code of Ordinances in 1997; and,

WHEREAS, St. Charles Parish adopted the International Building Code and its wind load requirements in 2006; and,

WHEREAS, there are conflicts between the two ordinances making it difficult for tower and cellular communication engineers to certify that both things are true; and,

WHEREAS, St. Charles Parish Council wishes correct this conflict.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.1.c is amended (add underline, delete strikethrough)

- c. Permit Fee. ~~An applicant for a permit for a~~ New cellular or PCS installation ~~towers shall pay a be permitted as permit fee based on the permit fee structure outlined for industrial-new commercial permits in St. Charles Parish. Other installations or modifications to existing facilities shall require the appropriate trade or commercial renovation permit.~~

SECTION II. That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.3.a is amended by as follows (add underline, delete strikethrough):

- a. Structural Integrity. Cellular and PCS ~~towers and any other transmission equipment~~ shall be certified by an engineer, registered in the State of Louisiana, to withstand ~~the~~ minimum wind load ~~structural standards for antenna towers and support structures of one hundred and five (105) miles per hour and a maximum gust load of two hundred (200) miles per hour as specified by the latest edition of the International Building Code IBC/ASCE-7 and the Telecommunications Industry Association Standards referenced as TIA-222 as adopted and as amended hereafter.~~ The tower and any other transmission equipment must be certified to meet any structural standards for steel antenna towers and support structures set in the Electronic Industries Association/Telecommunications Association Standards referenced as EIA/TTA-222 and as amended hereafter.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZO-2013-06 requested by V.J. St. Pierre, Jr., Parish President for an ordinance to amend the Code of Ordinances Appendix A, Section X.G.3.a and c to clarify the General Design Requirements for the installation of telecommunications (cellular) towers and related equipment to reflect the IBC requirements for wind load and to change permit type requirements.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval with amendments

PZO-2013-06 requested by **V.J. St. Pierre, Jr., Parish President** for an ordinance to amend the Code of Ordinances Appendix A, Section X.G.3.a and c to clarify the General Design Requirements for the installation of telecommunications (cellular) towers and related equipment to reflect the IBC requirements for wind load and to change permit type requirements. Ms. Marousek.

Ms. Marousek: This ordinance is brought before you because we have a conflict in the public communication code. Typically when we deal with wind loading requirements, the ordinance was originally drafted in 1997 and then in 2006 we adopted the International Construction Code. Prior to the adoption of the International Construction Code, we didn't have wind load requirements in the parish, we just went by the industry standards at the time. So now that we're under building codes, we have a different set of standards that really kind of conflict with what is currently written in the ordinance and this has come up a number of times when individuals come to permit not only new towers, but new antenna, new antenna ray because it is still required to meet the wind code requirements. So in speaking with our building officials, they recommended the ordinance changes that are before you tonight which basically allow us to reflect the wind code requirements in the building codes. The ordinance also seeks to clarify the permit types, we changed our permit types since we adopted the ordinance in 1997. So those two amendments are what we are aiming to do and make that process easier when folks come in to apply for telecommunications towers.

Mr. Gibbs: Thank you Ms. Marousek. I got just a concern. Is this changing this or revamping it going to cost any additional revenues to the parish, to the people that want to come behind and construct some cellular towers?

Ms. Marousek: That would not be our intent. If that would be the case that would be unintended, our intent is to actually make it easier for them to get through that process. It's been a battle trying to get them to give the engineering documents that our code currently require, is outdated, so this is really an attempt to modernize our code and more along with current industry standards.

Mr. Gibbs: Ok. Mr. Clulee.

Mr. Clulee: Ms. Marretta is there anybody here to speak on this? I'd like to hear what they have to say.

Ms. Marousek: They probably know more about this than I do.

Good Evening, my name is Julio Dumas. I have been in the telecom industry for going on 20 years and prior to that I was a government employee, a planner, so I know both sides of the table really well. To answer your question more directly, this is no economic impact on the parish at all. As your staff indicated this will actually clear up a lot of confusion and facilitate things because what you have here in the current code, you have conflicting provisions of the code. We are in support of this, I think the parish is in the right direction. The only thing I would suggest to staff is just a couple of minor things to simplify it. There is no longer and EIA anymore, it's TIA. The other thing is I would simply put the latest edition of the International Building Code so that in the future as we adopt new versions of the International Building Code it will automatically reflect it and you won't continue to create conflicts, so that might help you a little bit and the last suggestion is, the same thing that applies to the TIA, where letter g is at the present time, h is coming in the near future as technology advances and new standards develop. I would also apply that latest edition to the TIA 222. Other than that I can answer any questions that you may have.

Mr. Clulee: You can tell he was a planner, he's adding stuff to it.

Mr. Gibbs: We didn't plan for that.

Mr. Dumas: You're right, we're planners we got to be right.

Mr. Gibbs: My question is do we table this and you reconstruct it or do we go with the changes right now?

Ms. Marousek: We can get with Julio and get the wording he suggested.

Mr. Gibbs: We can go forward.

Mr. Booth: Call for the vote would be a stipulation to update this as suggested.

Mr. Gibbs: Is there anyone else in the audience that would like to speak in favor or against PZO-2013-06? Cast your votes please.

YEAS: Pierre, Foster, Booth Gibbs, Galliano, Clulee, Frangella

NAYS: None

ABSENT: None

Mr. Gibbs: And that is unanimous.

2013-0130

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
MARY TASTET, COUNCILWOMAN, DISTRICT II
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.

WHEREAS, St. Charles Parish has undertaken the next phase of design and construction of the Rathborne Park in Luling to provide additional recreation and fitness amenities for the citizens of St. Charles Parish; and,

WHEREAS, in order to fulfill the wetland permitting requirements it is necessary to purchase 3.0 acres of bottomland hardwood mitigation credits at the Paradis Mitigation Bank Area located in St. Charles Parish in the amount of \$60,000.00; and,

WHEREAS, it is the desire of the Parish Council to approve said Mitigation Participation Agreement to comply with the requirements of U. S. Army Corp of Engineers Permit No. MVN-1998-3826-EBB.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Mitigation Participation Agreement by and between Chevron U.S.A., Inc. and the Parish of St. Charles in the amount of \$60,000.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Mitigation Participation Agreement on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

IRELAND FEE PARADIS (049765)

PARADIS MITIGATION BANK AREA

ST. CHARLES PARISH, LOUISIANA

UNITED STATES OF AMERICA

MITIGATION PARTICIPATION AGREEMENT

BETWEEN

CHEVRON U.S.A. INC.

AND

PARISH OF ST. CHARLES

Effective Date : April __, 2013

MITIGATION PARTICIPATION AGREEMENT

THIS MITIGATION PARTICIPATION AGREEMENT ("Contract") is entered into this _____ day of April, 2013 (the "Effective Date"), by and between Chevron U.S.A. Inc., a Pennsylvania corporation ("Seller"), with a mailing address at 1400 Smith, Houston, Texas 77002 and Parish of St. Charles, with a mailing address at P.O. Box 302, Hahnville, Louisiana 70057 ("Permittee").

RECITALS

- A. Seller is the Sponsor of the Paradis Mitigation Bank (the "Bank") as that term is defined in the Mitigation Banking Instrument ("MBI") and in such capacity has agreed to perform all necessary work to enhance and restore wetland functions and maintain wetland habitats and transitional buffers, if applicable, in accordance with the provisions of the MBI.
- B. Seller is responsible for maintaining accounting records and monitoring the Bank for success and providing this information in reports documenting bank usage and the results of monitoring.
- C. The Bank is established to provide compensation for impacts to bottomland hardwood wetlands and Cypress swamps, within the Alluvial Valley of the Mississippi River within the Hydrologic Cataloging Unit 8090301.
- D. Permittee has filed an application with the U.S. Army Corps of Engineers for a Wetlands Use Permit for construction of storm surge protection in Sections 5, 6, 37, and 57 T 14S, R21E; Sections 48, 50, and 57, T13S, R21E; Sections 93 and 119, T13S, R20E; and Section 1, T13S, R21E, said permit to be conditioned to require mitigation for impacts that are likely to occur and which are of importance to the human or aquatic environment.
- E. The U.S. Army Corps of Engineers New Orleans District has approved the use of the Bank to fulfill Permittee's compensatory mitigation requirements as outlined in US COE Basefile # MVN-1998-3826 EBB permit.

AGREEMENT

1. DEFINITIONS, INTERPRETATIONS, AND EXHIBITS

- 1.1 **Definitions.** As used in this Contract, these words or expressions have the following meanings:

"Affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

"Bank" means the Paradis Mitigation Bank. Its location is shown on Exhibit C and it is more specifically described in the MBI.

“Claim” means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

“COE” means the U.S. Army Corps of Engineers New Orleans District.

“Dispute” means any dispute or controversy arising out of this Contract or the performance of services hereunder, including a Claim under this Contract and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability or breach of this Contract.

“Effective Date” means the date defined as “Effective Date” in the introductory paragraph of this Contract.

“Exhibit” means the documents referred to in Section 1.3(A).

“MBI” means the Paradis Mitigation Banking Instrument dated June 9, 2005, between Chevron U.S.A. Inc., the U.S. Army Corps of Engineers New Orleans District, et al.

“Party” means Seller or Buyer and “Parties” mean both of them.

“Permittee” means the Person defined as “Permittee” in the introductory paragraph of this Contract and Permittee’s successors, and assigns.

“Person” means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

“Records” means information in any recorded form, whether electronic or otherwise, including books, papers, documents, contracts, financial accounts, ledgers, recordings, purchase orders, invoices, vouchers, receipts, manifests, correspondence, memoranda, instructions, plans, drawings, personnel records, timesheets, payroll records, inspection records, registers, statements, reports, written and other information, computer data and other data.

“Seller” means the Person defined as “Seller” in the introductory paragraph of this Contract.

1.2 Interpretation. Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Contract:

- (A) The plural and singular words each include the other.
- (B) The masculine, feminine and neuter genders each include the others.
- (C) The word “or” is not exclusive.
- (D) The word “includes” and “including” are not limiting.
- (E) References to matters “arising” (or which “arise” or “arises”) “out of this Contract” include matters which arise in connection with this Contract or have a causal connection with or which flow from this Contract or which would not have arisen

or occurred but for the entering into this Contract or the performance of or failure to perform obligations under this Contract.

- (F) The headings in this Contract are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Contract.

1.3 Exhibits.

- (A) All of the Exhibits that are attached to the body of this Contract are an integral part of this Contract and are incorporated by reference into this Contract, including:
- (1) Exhibit A – Specifications
 - (2) Exhibit B – Permittee's COE Permit
 - (3) Exhibit C – Location Map of the Bank
- (B) If a conflict exists between the body of this Contract and the Exhibits, the body prevails to the extent of the conflict.

2. SELLER SERVICES

- 2.1 Seller owns and operates the Bank and is prepared to and upon the payment specified in Section 3.1(B), shall commence to render all services and shall satisfy all of the terms and conditions specified in Exhibit A.

3. PAYMENTS

- 3.1 Permittee will compensate Seller for the services to be performed in accordance with the terms and conditions of this Contract as follows:
- (A) Permittee desires to acquire 3.00 acres of bottomland hardwood credits from the Bank as specified in COE permit attached as Exhibit B.
 - (B) Concurrent with the execution of this Contract, Permittee shall pay Seller in U.S. Dollars the amount of SIXTY THOUSAND DOLLARS (\$60,000).

4. WARRANTEE

- 4.1 Seller hereby warrants that it has record title to the Bank and that it has all rights to perform the obligations undertaken by Seller in this Contract. The Parties hereto warrant to each other that they have the right to enter into this Contract.

5. GOVERNMENTAL COMPLIANCE

- 5.1 Seller warrants and agrees to comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the Bank and/or any activities conducted under, pursuant to or by virtue of this Contract.

6. GOVERNING LAW AND RESOLUTION OF DISPUTE

- 6.1 **Governing Law.** This Contract is governed by, and interpreted under the laws of the State of Louisiana, without regard to its choice of law rules, except that the substantive and procedural rules of the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (“the Act”) shall govern Section 6.
- 6.2 **Resolution of Disputes.** If any Dispute arises out of or in relation to this Contract and if the Dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty days of notice of mediation, either Party may initiate binding arbitration. The following provisions shall apply to arbitration proceedings pursuant to Section 6:
- (A) The place of arbitration will be New Orleans, Louisiana.
 - (B) One arbitrator will conduct the arbitral proceedings in accordance with The International Institute for Conflict Prevention & Resolution (“CPR”) Rules and CPR is the appointing authority.
 - (C) The arbitrator does not have the power to award, nor shall the arbitrator award, any punitive, indirect or consequential damages (however denominated). Each Party will bear its own costs of legal representation and witness expenses.
 - (D) The arbitrator must render a reasoned award in writing. This award shall be based upon a decision which must detail the finding of fact and conclusions of law on which it rests. The award is final and binding.
 - (E) The Dispute will be resolved as quickly as possible. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter.

7. GENERAL PROVISIONS

- 7.1 **Entire Agreement.** This Contract comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
- 7.2 **Notices.** All notices required or permitted under this Contract must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Contract. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Contract provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective. Notices are effective when received by the recipient during the recipient’s regular business hours. Notices which do not comply with the requirements of this Contract are ineffective.
- 7.3 **Amendment.** Neither this Contract nor any provision hereof may be altered, amended, modified, superseded, canceled, changed, waived, renewed, extended, discharged or terminated, except in a writing duly executed by the Parties.

- 7.4 **Successors and Assigns.** This Contract will be binding upon and inure to the benefit of the Parties and their respective Affiliates, heirs, legal representatives, successors and assigns.
- 7.5 **Drafting.** Preparation of this Contract has been a joint effort of the Parties and the resulting Contract must not be construed more severely against one of the Parties than against the other.
- 7.6 **Authorized Representatives.** Each Party represents and warrants that the Contract has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Contract.
- 7.7 **Severability.** Each provision of this Contract is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Contract that are valid, enforceable and legal.
- 7.8 **Conflict of Interest.**
- (A) No director, employee, or agent of either Party may engage in any of the following activities without the other Party's prior written consent:
 - (1) Give to or receive from any director, employee or agent of the other Party or any Affiliate of that Party either of the following:
 - (a) Any gift, entertainment or other benefit of significant cost or value.
 - (b) Any commission, fee or rebate.
 - (2) Enter into any business arrangement with any director, employee or agent of the other Party or any Affiliate of that Party (other than as a representative of the Party or its Affiliate).

For the period of two years after the Effective Date either Party, or its authorized representatives, may audit the applicable Records of the other Party for the purpose of determining whether there has been compliance with this Section 7.8. The provisions of this Section 7.8 will survive termination of this Contract.

The remainder of this page left intentionally blank.

The Parties have executed this Contract in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

SELLER:
CHEVRON U.S.A. INC.

Signature: _____

Name: _____

Title: _____

ADDRESS FOR NOTICES:

1400 Smith
Houston, Texas 77002

Attention: A&D Manager

Telephone: (281) 372-1700

Facsimile: (866) 741-5436

PERMITTEE:
PARISH OF ST. CHARLES

Signature: _____

Name: V. J. St. Pierre, Jr.

Title: Parish President

ADDRESS FOR NOTICES:

P.O. Box 302
Hahnville, LA 70057

Attention: Parish President

Telephone: (985) 783-5000

Facsimile: (985) 783-2067

EXHIBIT A - SPECIFICATIONS

Chevron U.S.A. Inc. ("Seller") and the Sponsor of the Paradis Mitigation Bank located in St. Charles Parish, Louisiana, on behalf of Parish of St. Charles ("Permittee"), shall perform the following wetland mitigation in fulfillment of the Permittee's U.S. Army Corps of Engineers Permit attached hereto as Exhibit B and shall enhance 3.00 acres of lands located in the Paradis Mitigation Bank as follows:

1. Planting will be conducted during the non-growing season which is defined as December 15th through March 15th.
2. Wetland rehabilitation will be conducted in accordance with the approved Mitigation Banking Instrument for the Paradis Mitigation Bank.
3. If any portion of the 3.00 acres is destroyed or adversely impacted by activities and/or occurrences, other than by Acts of God, the U.S. Army Corps of Engineers shall be so advised in writing by Seller and restoration shall be made by Seller to the affected area or equal mitigation shall be implemented by Seller, as approved by the U.S. Army Corps of Engineers.
4. Seller has or shall immediately record a Conservation Servitude in accordance with the terms of the MBI to ensure that, in the event the 3.00 acres of land is sold, the new owner of the mitigation area will be aware of limitations pertaining to activities within the mitigation site. The Conservation Servitude will be filed in the conveyance records of St. Charles Parish, Louisiana.

End of Exhibit A

EXHIBIT B – U.S. ARMY CORPS OF ENGINEERS PERMIT

(permit letter follows this page- remainder of page intentionally left blank)



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

MAR 28 2013

Operations Division
Eastern Evaluation Section

SUBJECT: MVN 1998-3826 EBB
Revised Mitigation Requirements

St. Charles Parish Council
Post Office Box 302
Hahnville, LA 70057

Gentlemen,

This is in regard to your permit application to clear, grade, excavate, place and maintain fill for Ratheborne Park, located on the Cousins Canal just north of Cousins Canal Pumping Station, southeast of Luling, in St. Charles Parish, Louisiana.

In order to satisfy the requirements of our regulations, and comply with our 1990 Memorandum of Agreement with the US Environmental Protection Agency (EPA), it has been determined that compensatory mitigation will be required for unavoidable impacts to jurisdictional wetlands.

Enclosed is a list of approved mitigation banks, sponsor contact information, and required credits appropriate for your project. Your compensatory mitigation requirements may be met by obtaining the specified credits from the sponsor/sponsors listed on the enclosure and having your credit procurement recorded in the Regulatory In-lieu Fee and Bank Information Tracking System (RIBITS). It is important that you contact the bank sponsor/sponsors specified on the enclosure to ensure the availability of the prescribed acreage and resource type.

Please advise your project manager, within 15 days of the date of this letter, as to the mitigation bank you have entered into an agreement with. The final permit will be provided once the above requirements are met. Your project may be removed from our active files pending proof of mitigation procurement through RIBITS. If you have any questions, please contact Jennifer Burkett at (504) 862-2045

Sincerely,


for Martin S. Mayer
Chief, Regulatory Branch

Enclosures

Approved Mitigation Banks for
MVN 1998-3826 EBB

1. **Bank Name:** Lower Vacherie Mitigation Area

Sponsor: Stream Wetland Services, LLC

Contact: David Richard

P.O. Box 40

Lake Charles, LA 70602

Phone: (337)433-1055 x119

Number of Acres/Credits Required: 3.2 acres of Bottomland Hardwoods

OR

2. **Bank Name:** Paradis Mitigation Bank

Sponsor: Chevron U.S.A., Inc.

Contact: John Phipps

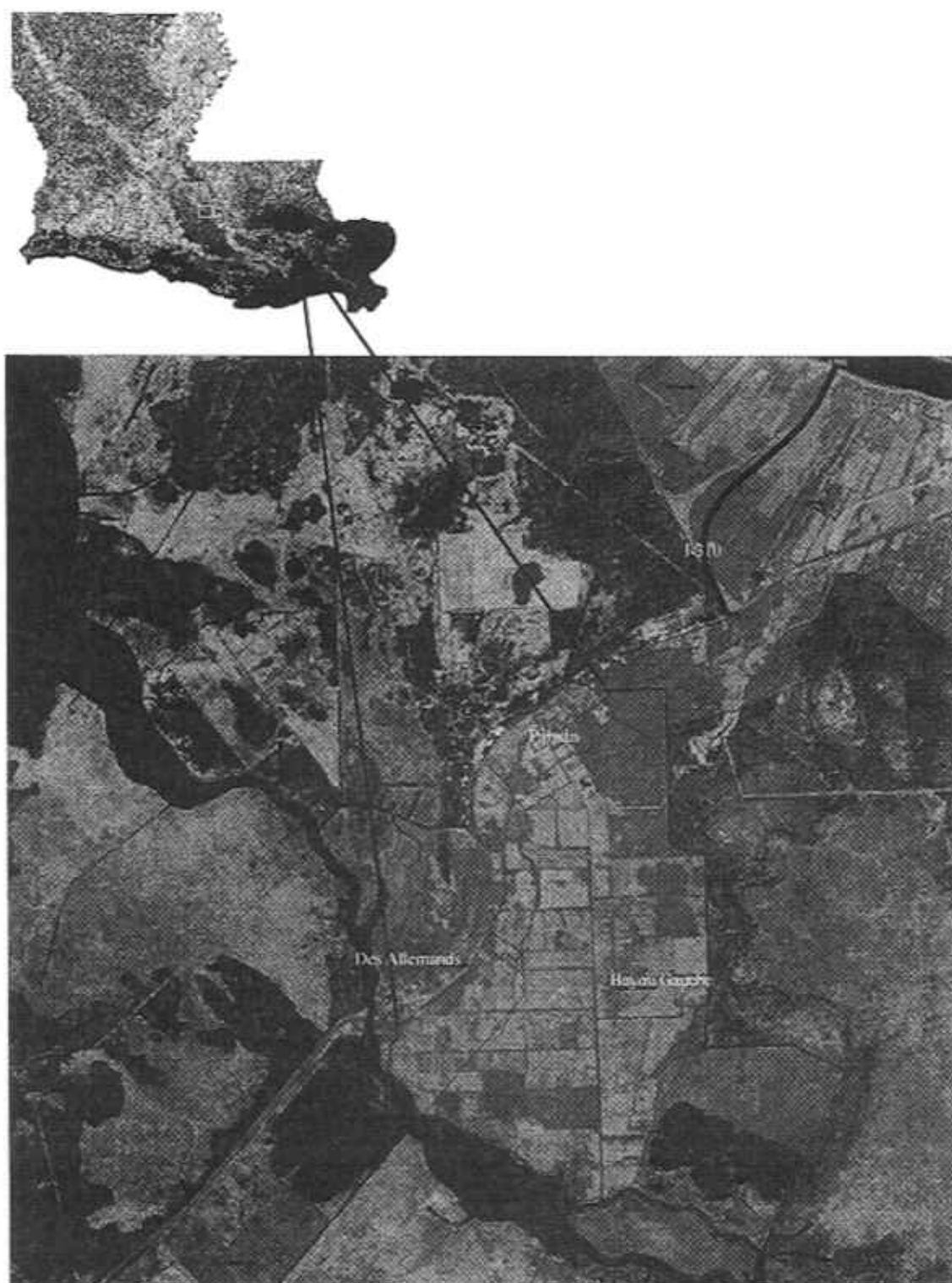
1400 Smith, Room 49102

Houston, TX 77002

Email: JohnPhipps@chevron.com

Phone: (713)372-1187

Number of Acres/Credits Required: 3.0 acres of Bottomland Hardwoods



— Legend
Boundary

Louisiana Dry Gas Pipeline System Garyville Paraffinic Pipeline Project



Shell Pipeline Company LP

Shell Pipeline Company LP is proposing to expand its Louisiana Dry Gas Pipeline System to combine new and existing pipeline assets to deliver dry gas to Shell's Chemical Plant at Norco. The proposed Garyville Paraffinic Pipeline route will pass through St. John and St. Charles parishes.

Dry gas is a combination of natural gas, natural gas liquids and base chemicals that help produce the basic building blocks for hundreds of consumer products such as medicines, food containers and child safety items.

The Garyville Paraffinic Pipeline Project represents a capital investment of more than \$100 million investment in Louisiana, providing up to 200 temporary construction jobs for local, skilled workers, using local goods and services and further strengthening the economic viability and efficiency of Marathon Petroleum Corporation's Garyville Refinery and the Norco Chemical Plant.

Project Scope & Timing

The route will begin at Marathon's Garyville Refinery in St. John Parish and travel east to the Shell Chemical Plant at Norco in St. Charles Parish, through an existing pipeline right of way.

- The Garyville to LaPlace portion will include approximately 11 miles of new 12-inch pipeline, which will be placed parallel to an existing Olefin dry gas 8-inch pipeline.
- The existing 8-inch pipeline will then be used to transport Paraffinic dry gas, and the new 12-inch pipeline will be used to transport the Olefin dry gas previously transported in the 8-inch pipeline.
- From LaPlace to Norco, approximately 7 miles of existing 6-inch pipeline will be removed and replaced with a new 12-inch pipeline.

Construction of the project could begin as early as summer 2013 and should be completed by the end of 2014. The enhanced pipeline system will allow for the safe and efficient re-use of a refinery by-product as a feedstock, providing an environmentally friendly alternative to burning the gas.

Project Safety

Safety is a top priority in the routing and operation of the pipeline. The Garyville Paraffinic Pipeline Project will allow Shell to take advantage of an existing pipeline right of way and infrastructure, minimizing impacts to the public and the environment. Shell Pipeline will work closely with federal, state and local authorities in constructing the pipeline and is committed to meet or exceed federal, state and local permit and regulatory requirements for pipeline construction and operation. Shell Pipeline has been awarded the American Petroleum Institute's "Best Safety Record" for pipeline companies with more than 500 employees.

Shell welcomes the opportunity to discuss the proposed project with any interested party. For additional information, please contact Brad Lambert at 1-800-545-3404 or blambert@hdaissues.com.